230794

May 16, 2002 File No. 75342.00

Ms. Yang Cao
Bureau of Field Operations
New Jersey Department of Environmental Protection
401 East State Street
P.O. Box 435
Trenton, New Jersey 08625-0435

MAY DC 2002



65 Willowbrook Blvd.

New Jersey 07470 973-256-7800 FAX 973-256-9339

http://www.gza.net

Re: 25 Sherwood Lane Fairfield, New Jersey ISRA Case # E20010335 Spill Case #01-06-28-1610-13

Dear Ms. Cao:

It was a pleasure meeting you at the former Unimatic facility yesterday. At your request, I'm sending to you two copies of the text, figures, and tables from the Remedial Action Report dated March 13, 2002 that was submitted by GZA GeoEnvironmental, Inc. (GZA) on behalf of Unimatic. GZA sent the full report to Jeanette Cleary on March 13—hopefully it's findable.

I was unable to find any letter in my files from USEPA that was dated after their March 12, 1982 non-compliance letter. What I had in mind when we spoke yesterday was a compliance letter from the NJDEP dated July 8, 1981, a copy of which I included in an appendix of the Preliminary Assessment Report. I'm sorry for the confusion.

If you have any questions regarding the enclosed materials or any aspect of the work GZA has performed at the Unimatic facility, please contact me at (973) 256-7800. Thank you.

Very truly yours,

GZA GeoEnvironmental, Inc.

Benjamin Alter, P.G.

Vice President

Enclosure

cc: William J. Friedman, Esq., Brach Eichler, w/o enclosure Kathy Smith, Unimatic Manufacturing Corp., w/o enclosure REMEDIAL ACTION REPORT UNIMATIC MANUFACTURING COMPANY 25 SHERWOOD LANE FAIRFIELD, NEW JERSEY ISRA CASE NO. E20010335

PREPARED FOR:

Unimatic Manufacturing Co. 25 Sherwood Lane Fairfield, New Jersey 07004

PREPARED BY:

GZA GeoEnvironmental, Inc. 65 Willowbrook Blvd.
Wayne, New Jersey 07470

March 13, 2002 File No. 75342.00

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Hazardous Waste Manifests

1.00 INTRODUCTION

1.1 PURPOSE AND OBJECTIVE



This report describes the tasks and findings of the remediation activities performed by GZA GeoEnvironmental, Inc. (GZA) at the Unimatic Manufacturing Company (Site), located at 25 Sherwood Lane in Fairfield, New Jersey, ISRA Case No. E20010335, relating to PCB contamination that has been discovered on the Site. This report follows up on previous ISRA and related submittals regarding this Site that have been prepared by GZA, including a Preliminary Assessment (PA) report, a Site Investigation (SI) report, and an Underground Storage Tank (UST) and Aboveground Storage Tank (AST) report.

1.2 SITE DESCRIPTION

The Site is located in an industrial area at the eastern end of Sherwood Lane (see Figure 1). The Fairfield Tax Assessor's office identifies the Site as Block 2301, Lot 8, covering 1.23 acres. The Site contains a centrally-located building and a partially paved parking lot (see Site Plan, Figure 2). Unimatic constructed the building in 1955 on undeveloped land, originally to serve as a tool shop, and later utilized the facility for die-casting.

Adjoining properties include General Hose Products to the east, National Precision Tools Co. to the south, an office building to the west, and a buried water delivery pipeline for the Jersey City water system to the north.

1.3 BACKGROUND

GZA's PA, which began in May 2001, revealed the presence of a former wastewater pipe on the northeast portion of the Site, and fill materials in the unpaved portion of the Site north of the building. As part of the SI, on October 29, 2001 GZA installed six test pits in the fill area, including one test pit near the wastewater pipe. The soil sample collected from a test pit installed near the former wastewater pipe contained total targeted polychlorinated biphenyls (PCBs) at a concentration above the New Jersey Department of Environmental Protection (NJDEP) Residential Direct Contact Soil Cleanup Criteria (RDCSCC) of 0.49 milligrams per kilogram (mg/kg). The sample also contained antimony and copper, two targeted Priority Pollutant (PP) metals, at concentrations above their RDCSCC. The hand auger sample collected from the northern terminus of the wastewater pipe that day exceeded the NJDEP standard for total organics of 10,000 mg/kg. No other targeted compounds were detected above their RDCSCC in the sample, or in any of the other test pit soil samples.

As part of the ISRA process, on October 23, 2001 GZA removed from the Site three ASTs and a UST that contained naphtha, a non-PCB-containing petroleum distillate.

Evidence of surface spillage was noted, probably from overfilling the ASTs, and GZA excavated approximately 96 tons of petroleum-contaminated soil. GZA's composite waste classification sample of the staged soils unexpectedly contained hazardous levels of PCBs. The tank closure activities are documented in GZA's AST and UST Closure Report previously submitted to the NJDEP.



2.00 REMEDIAL ACTIONS

2.10 FIELD METHODOLOGIES

EISCO of New Jersey (EISCO) of Carteret, New Jersey operated the excavation equipment under GZA's supervision. GZA screened the excavated soils for evidence of contamination using a photoionization detector (PID) by holding the PID probe directly over the soil immediately after excavation. GZA noted visual and olfactory evidence of impact, if present, and utilized a DataRAM dust monitor to screen for airborne dust particles for health and safety purposes. Soils were classified in accordance with the Modified Burmeister System. Soils that appeared contaminated were stockpiled with the excavated soil from the former tank area. Excavated soils that did not exhibit evidence of contamination were placed back into the excavation.

After suspected contaminated soils were excavated, GZA collected post-excavation samples from the undisturbed soils every 900 square feet along the bottom of the excavation and every 30 linear feet along the sidewalls. Post excavation samples were analyzed for PCBs, Total Petroleum Hydrocarbons (TPHC) as a surrogate for total organics, and PP metals. The analytical results from the discrete soil sampling are summarized in Table 1.

2.20 SAMPLING AT FORMER TANK AREA

The hazardous concentrations of PCBs contained in the waste classification sample collected in the former tank excavation area suggested that PCB-impacted soils remained in that area. On November 29, 2001, GZA collected four soil samples in the former tank area at the approximate locations of the former tank post-excavation samples but at a greater depth, to determine whether PCB-contaminated soils remained in the tank excavation area. The samples were analyzed for PP metals and PCBs. All four soil samples contained concentrations of total PCBs above the RDCSCC. The laboratory report is included as Appendix A.

2.30 REMEDIATION AT FORMER WASTEWATER PIPE AREA

On November 29, 2001, EISCO mobilized to the Site to excavate the former wastewater pipe and associated PCB-contaminated soils. EISCO began at the pipe outfall along the northern Site boundary, where the topography slopes to a creek. The



pipe in this area was composed of corrugated steel. The post-excavation sample collected on the northern Site boundary (PE-1) contained total PCBs at a concentration of 0.73 mg/kg, just above the RDCSCC, indicating that the PCBs have spread onto the adjoining property to the north (see Appendix A). The excavation proceeded south from the northern Site boundary, along the wastewater pipe. Test pits installed along the northern boundary indicated that approximately nine feet of fill were present in this area. The wastewater pipe was buried just below original grade, below which were olive-colored soils with a strong petroleum odor. Field screening suggested that the PCBs were associated with these soils. GZA excavated the olive-colored soils and collected four post-excavation soil samples. Visual contamination appeared to extend beyond the Site boundaries to the north and the east.

A post-excavation soil sample collected along the eastern boundary (PE-2) contained total PCBs at a concentration of 1.9 mg/kg, above the RDCSCC. GZA excavated an additional 10 feet to the east, and collected a post-excavation sample (EW-2) in which no PCBs were detected above the Method Detection Limit (MDL). A post-excavation sample collected from the bottom of the excavation (PE-3) contained total PCBs at a concentration of 1.575 mg/kg, above the RDCSCC. The excavation was deepened, and post-excavation sample TPE-1, collected five feet below PE-3, did not contain detectable concentrations of targeted PCBs. Post-excavation samples PE-4 and PE-7, collected along the western wall of the excavation, also did not contain detectable concentrations of PCBs. The southern wall of the excavation appeared to be impacted, and the excavation proceeded to the south.

The next two sets of post-excavation samples collected from the next two 30 linear feet of excavation on December 7 and 10, 2001 also did not contain detectable concentrations of targeted PCBs. The laboratory reports are included in Appendixes B and C, respectively. The southern wall, however, continued to appear visibly contaminated, and EISCO continued to excavate to the south along the pipe trace. Through this section, the wastewater pipe began to slope up closer to the surface, resulting in an increase in the vertical extent of the impacted soils beneath the pipe. Petroleum odors continued to be noted in the field, so GZA continued to analyze the post-excavation samples for TPHC. At one point, EISCO encountered a leaking drum containing a purple-colored liquid with a strong petroleum odor but no elevated PID readings. The drum was removed and wrapped in an impermeable plastic sheet.

On December 11, 2001, GZA began using an Ensys PCB Soil Test Kit, which utilizes USEPA Method 4020, to screen for PCBs in the field. GZA purchased reagent to screen for Aroclor 1248, the PCB that was generally present in the samples at the highest concentration. The kit will register a positive detection for Aroclor 1248 present in a concentration greater than 1 mg/kg. The layer of impacted soils continued to increase in vertical extent to the south, and also became visually more contaminated, with a very strong petroleum odor. PID readings of this soil up to 40 parts per million (ppm) were recorded 10 feet south of post-excavation sample PE-8, where GZA

encountered another wastewater pipe that runs along the northern wall of the building (see Figure 2). Screening samples collected from the excavation walls and bottom were reading positive for Aroclor 1248 throughout this portion of the excavation.



Approximately 130 feet from the northern property boundary, the wastewater pipe composition changed from corrugated steel pipe to cast concrete. The pipes were not attached but their ends were touching each other. Where the two pipe types met, the layer of contaminated soil considerably increased in vertical extent to a depth of approximately 21fbg, below the top of the water table, which was encountered at 19 fbg. Pink soils with a very strong petroleum odor were excavated from this area, with PID readings up to 114 ppm.

On December 20 and 21, 2001, GZA collected post-excavation samples PE-11 through PE-19 and PE-24 from an approximately 1,800 square-foot excavation area. All ten post-excavation samples contained concentrations of one or more targeted PCBs above the RDCSCC (see Appendixes D and E). Samples PE-12, PE-14, and PE-15, collected along the eastern Site boundary, contained concentrations of at least three targeted PCBs above the RDCSCC. These exceedances indicate that the PCB contamination continues off-site to the east.

GZA did not over-excavate the area where these post-excavation soil samples were collected, but rather proceeded to install test pits to trace the pipe to the building. A piping elbow was encountered approximately 200 feet south of the northern Site boundary, and the pipe entered the building near the roof cooling tower at a depth of approximately 8 inches below grade. Screening samples read positive for Aroclor 1248 in this area, and elevated PID readings were recorded over soils along the pipe leading into the building.

2.40 REMOBILIZATION AND SOIL DELINEATION

EISCO remobilized on January 7, 2002 and continued excavating soils along the wastewater pipe. EISCO ceased its excavation activities on January 10, 2002 at GZA's direction, while GZA reevaluated its remediation strategy at the Site.

2.50 SOIL DISPOSAL AND BACKFILL

On December 14, 2001, EISCO backfilled a portion of the excavation, an approximately 30-foot by 90-foot area, with 491.11 tons of certified clean fill. On December 17, 2001, EISCO placed an additional 551.03 tons of certified fill in the excavation. The clean fill certificates are included in Appendix F.

GZA's waste classification samples from the soils excavated from the tank excavation as well as the wastewater pipe excavation tested hazardous for PCBs (see Table 2). On December 20, 2001, 26 trucks transported approximately 310 tons of hazardous waste

encountered another wastewater pipe that runs along the northern wall of the building (see Figure 2). Screening samples collected from the excavation walls and bottom were reading positive for Aroclor 1248 throughout this portion of the excavation.



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soils to the CWM Chemical Services facility in Model City, New York. The hazardous waste manifests are provided as Appendix G. Approximately 1,200 tons of excavated PCB-contaminated soils are currently staged on Site.

3.00 FINDINGS AND CONCLUSIONS



From November 29, 2001 to January 10, 2002, GZA excavated PC5-contaminated soils and collected delineation and post-excavation samples from the excavation area. Exceedances of two targeted metals and total organics found in sc is samples collected as part of GZA's Site Investigation were limited in extent, and have been fully delineated and remediated. The delineation and post-excavation sampling indicated that these PCBs extend across the northern and eastern property boundaries and beneath the top of the water table. Impacted soils remain in place south of soil sample PE-11, and the extent of PCB-impacted soils remains undelineated to the south and near the northern wall of the Unimatic building.

Table 1: Post-Excavation Analytical Results Unimatic Manufacturing Co. 25 Sherwood Lane, Fairfield, New Jersey

										DE 6	DE C	PE-7
Sample ID	Residential	Non-Residential	Impact to	PE-1	PE-2	PE-3	PE-4	TPE-1	EW-2	PE-5	PE-6	12/06/01
Date Collected	Direct	Direct Contact	Ground Water Soil	11/29/01	11/29/01	.11/29/01	11/29/01	12/06/01	12/06/01	12/06/01	.12/06/01	i ·
Depth Collected (fbg)	Contact Soil	Soil Cleanup	Cleanup	4.0-4.5	4.0-4.5	4.0-4.5	4.0-4.5	9.0-9.5	4.0-4.5	13.0-13.5	13.0-13.5	13.0-13.5
	Cleanup	Criteria	Criteria	76.6%	72.6%	79.2%	82.2%	70.3%	86.0%	81.4%	73.0%	82.4%
Percent Solids	Criteria		Citteria									
VOC (mg/kg)			``						,		NA	NA
1,2,4-Trichlorobenzene	68	1200	100	NA	NA	NA	NA	NA	NA	NA	INA	INA
1,2,1 111011101000												
PCB (mg/kg)		210	NS	ND	ND	ND	ND	ND	ND	ND.	ND	ND
Aroclor 1242	NS	NS	NS NS	0.66	1.7	1.3	0.084	ND	ND	ND	ŇD	ND ·
Aroclor 1248	NS	NS	NS NS	0.00	0.225	0.275	ND	ND	ND	ND	ND	ND -
Aroclor 1254	NS	NS.	NS NS	ND	ND	ND	ND	ND -	ND	ND	ND ·	ND
Aroclor 1260	NS	NS	50	0.73	1.93	1.58	0.084	ND	ND	ND	ND	ND
Total PCBs	0.49	2	30	0.75	f ·					26	<6.8	202
TPHC (mg/kg)	(1)	(1)	(1)	64	<6.9	94	<6.1	NA	NA.	26	0.8	202
1) ` ′	-			ļ .	.	1	,				
<u>Metals (mg/kg)</u>		240	(1-)	1.45	1.76	1.44	<1.22	NA	NA	<1.23	<1.37	<1.21
Antimony	14	340 20	(h)	3.78	7.93	8.68	3.41	NA	NA	6.55	4.76	1.82
Arsenic	20		(h)	NA	NA	NA	NA	NA	NA	NA	NA	NA
Barium	700	47,000	(h)	0.87	1.02	0.94	0.30	NA	NA .	0.61	0.64	<0.121
Beryllium	2	2	(h)	<0.131	<0.138	0.20	<0.122	NA	NA	< 0.123	<0.137	<0.121
Cadmium	39	100	(h) NS	32.2	49.0	34.8	23.0	NA	NA	28.3	43.6	18.0
Chromium	120,000	NS 600	(h)	28.3	26.8	68.1	7.55	- NA	NA	35.6	22.1	7.02
Copper	600	600	(h)	14.6	15.2	29.1	6.54	NA	NA	16.3	17.2	4.51
Lead	400	270	(h)	0.045	0.068	0.047	0.034	NA	. NA	0.052	0.076	0.032
Mercury	14	1	(h)	34.4	30.7	42.0	9.2	NA	, NA	33.4	24.5	7.87
Nickel	250	2,400	(h)	<1.63	<1.72	<1.58	<1.52	NA	NA	<1.54	<1.71	<1.52
Selenium	63	3,100 4,100	(h)	<1.96	<2.07	<1.89	<1.82	NA -	NA	<1.84	<2.06	<1.82
Silver	110	4,100	(h)	< 0.653	<0.689	<0.631	<0.608	NA.	NA	< 0.614	<0.685	< 0.607
Thallium	2	1,500	(h)	82.1	77.5	123.0	22.2	NA	NA	78.2	64.2	19.2
Zinc	1,500	1,500	(11)		<u> </u>		<u> </u>	l	<u> </u>	1	<u> </u>	

Note: Only compounds detected are listed. **Bold** indicates an exceedance. ND = Not detected NS = No Standard

NA = Not analyzed

⁽h) = IGWSCC based on site specific chemical and physical parameters.
(1) = Action level of 1,000 mg/kg; cleanup level of 10,000 mg/kg.

Table 1: Post-Excavation Analytical Results Unimatic Manufacturing Co. 25 Sherwood Lane, Fairfield, New Jersey

	•	•	Ullima	17	airfield.	New Jers	sey			D' 16 1	PE-14
,		25	Sherwood	Lane, r	411 11010,	55.10	PE-11	PE-12	PE-13	Pink-1 12/20/2001	12/21/01
	Residential	Non-Residential	Impact to Ground	PE-8 12/10/01	PE-9 12/10/01	12/10/01	12/20/01	12/20/01 15.0-15.5	12/20/01 15.0-15.5	20-20.5	15.0-15.5 79.6%
Sample ID	Direct	Direct Contact	Water Soil	15.0-15.5	15.0-15.5	15.0-15.5	86.0%	89.4%	83.8%	84%	17.01
Date Collected	Contact Soil	Soil Cleanup	Cleanup	79.2%	79.2%	83.2%	80.070	l			ŀ
Depth Collected (fbg)	Cleanup	Criteria	Criteria						NA `	0.945	NA
Percent Solids	Criteria				NTA .	NA	NA ,	NA			
		1200	100	NA	NA	•				140	ND
VOC (mg/kg) 1,2,4-Trichlorobenzene	68	1200	· .			\ TD	38.9	22.4	34.1	161	1,731
1,2,4-1 Helmoro			NS	ND	ND .	ND ND	45.0	21.0	35.3 7.8	45	276
PCB (mg/kg)	NS	NS	NS NS	ND	ND	ND ND	11	8.0	1.7	16	54
Aroclor 1242	NS	NS	NS .	ND	ND	ND	3.4	1.5	78.9	362	2,061
Aroclor 1248	NS	NS	NS	ND	ND ND	ND	98.3	52.9	ļ	672	914
Aroclor 1254	NS	NS	50	ND	ND	**	219	80	15	0/2	
Aroclor 1260	0.49	2		16	55	<6.0	217				<1.26
Total PCBs	(1)	(1)	(1)	-				<1.16	<1.19	<1.1	4.46
TPHC (mg/kg)	. (1)		٠		<1.26	1.23	<1.16	1.91	5.05	2.92	NA NA
Metals (mg/kg)		340	(h)	<1.26 5.25	2.97	7.34	1.91	NA	NA	NA 10.11	<0.126
Antimony	14	20	(h)	5.23 NA	NA .	NA	NA <0.116	<0.116	0.34	<0.11 0.19	0.52
Arsenic	20	47,000	(h)	<1.26	0.40	0.42	<0.116	<0.116	<0.119	35.4	41.4
Barium	700	2	(h)	0.13	<0.126	<0.12	21.6	21.6	30.4	38.0	160
Beryllium	39	100	(h) NS	29.8	30.5	28.9 16.7	26.6	36.6	29.3 11.4	43.9	60.8
Cadmium	120,000	NS	(h)	97.0	10.8	22.1	9.64	9.64	0.065	0.06	0.072
Chromium	600	600	(h)	24.3	8.53	0.069	0.046	0.028	26.8	24.1	23.1
Copper	400	600	(h)	0.075	0.045 20.6	16.5	16.4	16.4 <1.45	<1.49	<1.37	<1.57 <1.68
Lead	. 14	270 2,400	(h)	24.0	<1.58	<1.5	<1.45	<1.74	<1.79	<1.65	<0.628
Mercury	250	3,100	(h)	<1.58	<1.89	<1.8	<1.74	<0.579	<0.597	<0.549	142
Nickel	63	4,100	(h)	<1.89 <0.631	< 0.631	< 0.601	<0.579 63.5	63.5	59.7	64.6	
Selenium Silver	110	2	(h)	96.9	42.5	42.5	63.3		<u> </u>		
Thallium	2 1,500	1,500	(h)		L				•		٠.
1 11411144	1,500				* •						

Note: Only compounds detected are listed. **Bold** indicates an exceedance.

ND = Not detected

NS = No Standard

⁽h) = IGWSCC based on site specific chemical and physical parameters.
(1) = Action level of 1,000 mg/kg; cleanup level of 10,000 mg/kg.

Table 1: Post-Excavation Analytical Results Unimatic Manufacturing Co. 25 Sherwood Lane, Fairfield, New Jersey

	•	· ·					DE 10	PE-19	PE-24	AST-1b	AST-2b
Sample ID	Residential	Non-Residential	Impact to	PE-15	PE-16	PE-17	PE-18	12/21/2001	12/21/2001	11/29/2001	11/29/2001
Date Collected	Direct	Direct Contact	Ground Water Soil	12/21/2001	12/21/2001	12/21/2001	12/21/2001		20.0-20.5	5.0-5.5	5.0-5.5
•	Contact Soil	Soil Cleanup	Cleanup	16.0-16.5	16.0-16.5	16.0-16.5	15.0-15.5	20.0-20.5		9260.0%	91.0%
Depth Collected (fbg)	Cleanup	Criteria	Criteria_	83.5%	87.1%	84.0%	83.2%	84.0%	90.5%	9200.070	71.070
Percent Solids	Criteria		CHICHA							[1
VOC (mg/kg)						274	NA	NA	NA	NA .	NA
1,2,4-Trichlorobenzene	68	1200	100	NA	NA	NA	I IVA		·		
PCB (mg/kg) Aroclor 1242	NS	NS	NS	ND	ND 2.0	ND 10.4	ND 13.4	ND 25.0	ND 88.3	ND 1,063	ND 821
Aroclor 1248	NS	NS	NS	925	0.8	12	2.6	9.4	30.4	67	63
Aroclor 1254	NS	NS	NS	167	0.8	0.55	7.3	2.2	4.9	ND	ND
Aroclor 1260	NS	NS	NS	34 1,126	2.95	23.0	23.3	36.6	124	1,130	884
Total PCBs	0.49	2	50	1,120			20	363	414	NA	NA
TPHC (mg/kg)	(1)	(1)	(1)	332	<5.7	68	22	303			
Metals (mg/kg) Antimony Arsenic Barium Beryllium Cadmium Chromium Copper Lead Mercury Nickel Selenium Silver Thallium	14 20 700 2 39 120,000 600 400 14 250 63 110 2 1,500	340 20 47,000 2 100 NS 600 600 270 2,400 3,100 4,100 2 1,500	(h) (h) (h) (h) (NS (h)	<1.2 2.46 NA <0.12 0.77 58.9 268 90.0 0.07 25.5 <1.5 <1.8 <0.599 223	<1.15 2.13 NA <0.115 <0.115 31.4 30.0 5.61 0.027 23.1 <1.44 <1.72 <0.574 45.0	<1.19 3.31 NA <0.119 <0.119 31.9 32.8 12.0 0.048 19.7 <1.49 <1.78 <0.59 49.0	<1.2 5.92 NA 0.41 <0.12 36.0 30.0 11.2 0.042 24.8 <1.5 <1.8 <0.601 50.2	<1.19 2.32 NA <0.119 0.33 26.9 107 22.3 0.062 20.1 <1.49 <1.78 <0.595 80.4	<1.1 2.06 NA <0.11 0.35 24.0 63.7 70.0 0.047 18.5 <1.38 <1.66 <0.552 62.0	<1.08 2.32 NA <0.108 0.15 29.3 24.7 18.1 0.08 14.8 <1.35 <1.62 <0.54 46.1	<1.1 2.32 NA <0.110 0.12 30.5 28.6 20.1 0.06 17.7 <1.37 <1.65 <.549 85.8

Note: Only compounds detected are listed. **Bold** indicates an exceedance. ND = Not detected NS = No Standard

NA = Not analyzed (h) = IGWSCC based on site specific chemical and physical parameters.
(1) = Action level of 1,000 mg/kg; cleanup level of 10,000 mg/kg.

Table 1: Post-Excavation Analytical Results Unimatic Manufacturing Co. 25 Sherwood Lane, Fairfield, New Jersey

	Residential	<u> </u>	Impact to	AST-3b	AST-4b
Sample ID	Direct	Non-Residential	Ground		-
Date Collected	Contact Soil	Direct Contact	Water Soil	11/29/2001	11/29/2001
Depth Collected (fbg)	Cleanup	Soil Cleanup	Cleanup	5.0-5.5	6.0-6.5
Percent Solids	<u>Criteria</u>	Criteria	Criteria	90.2%	90.1%
					•
VOC (mg/kg)		1200	100	NA	NA
1,2,4-Trichlorobenzene	68	1200	,100	. 1471	
PCB (mg/kg)					ND
Aroclor 1242	NS	NS	NS	ND 170	ND
Aroclor 1248	NS	NS	NS	179	370 26
Aroclor 1254	NS	NS	NS	13	ND
Aroclor 1260	NS	NS	NS .	ND	1
Total PCBs	0.49	2	50	192	396
TPHC (mg/kg)	(1)	(1)	(1)	NA	NA
Metals (mg/kg)			<u> </u>		
Antimony	14	. 340	(h)	<1.11	<1.11
Arsenic	20	20	(h)	1.98	1.46
Barium	700	47,000	(h)	NA	NA
Beryllium	2	2	(h)	<0.111	<0.111
Cadmium	39	100	(h)	<0.111	<0.111
Chromium	120,000	NS	, NS	25.7	22.3
Copper	600	. 600	(h)	37.3	32.5
Lead	400	600	(h)	15.4	13.0
Mercury	14	270	(h)	0.070	0.034
Nickel	250	2,400	(h)	15.0	14.3
Selenium	63	3,100	(h) ·	<1.38	<1.39
Silver	110	4,100	(h)	<1.66	<1.66
Thallium	2	2	(h)	<0.554	<0.555
Zinc	1,500	1,500	(h)	58.1	54.6

Note: Only compounds detected are listed. Bold indicates an exceedance. ND = Not detected NS = No Standard

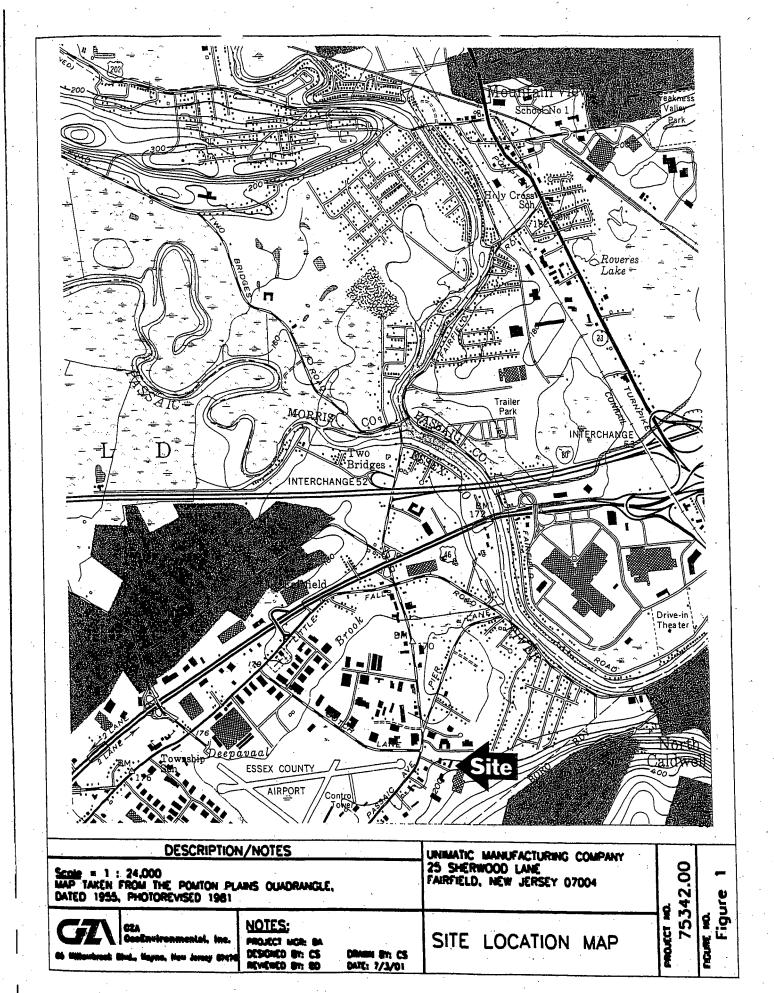
NA = Not analyzed

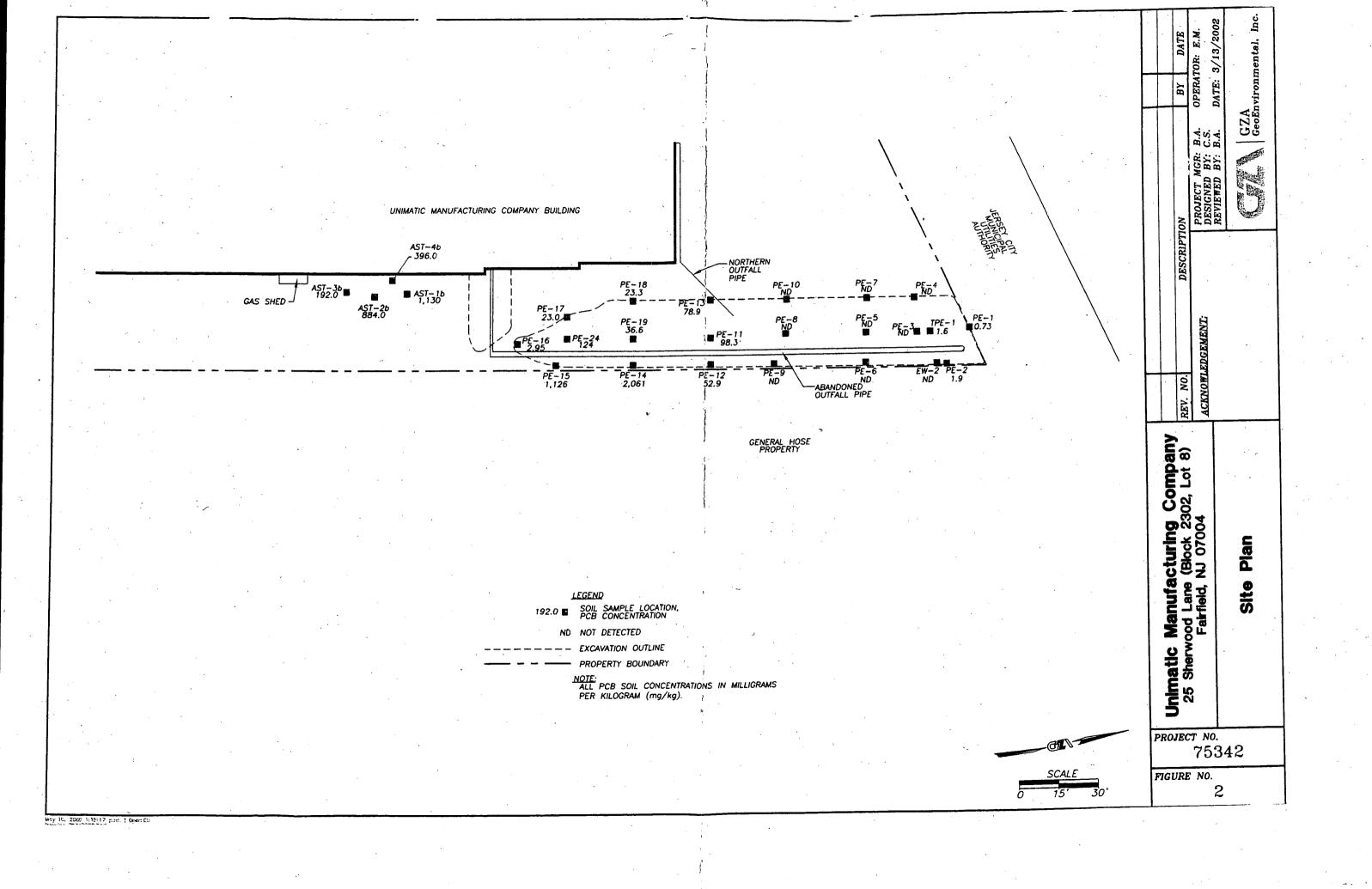
(1) = Action level of 1,000 mg/kg; cleanup level of 10,000 mg/kg.

⁽h) = IGWSCC based on site specific chemical and physical parameters.

Table 2: Waste Classification Analytical Results
Unimatic Manufacturing Co.
Fairfield, New Jersey

Sample ID	Stockpile	Stockpile-2 12/20/2001
Date Collected	11/5/2001	
Percent Solids	88.6%	84.6%
Corrosivity (pH Units)	7.3	7
Ignitability ('C)	>60	>60
Reactivity - cyanide (mg/Kg)	< 0.28	< 0.3
Reactivity - sulfide (mg/Kg)	<2.8	<2.9
PCB (mg/kg)	· · · · · · · · · · · · · · · · · · ·	
Aroclor 1242	200	694
Aroclor 1248	577	737
Aroclor 1254	70	249
Aroclor 1260	ND.	42
Total PCBs	847	1,722
TPHC (mg/kg)	2160	458
Metals (mg/Kg)		
Antimony	NA	NA
Arsenic	< 0.04	< 0.04
Barium	0.905	1.26
Beryllium	NA	NA
Cadmium	< 0.01	< 0.01
Chromium	< 0.05	< 0.05
Copper	NA	NA
Lead	< 0.05	0.13
Mercury	< 0.0005	0.0009
Nickel	< 0.027	NA
Selenium	< 0.125	< 0.125
Silver	<0.15	< 0.15
Thallium	NA	NA
Zinc	NA	NA





UNIMATIC AST-36, 192.0 GAS SHED DE-1 0.73 ACKNOWLEDGEMENT: REV. NO. Unimatic Manufacturing Company 25 Sherwood Lane (Block 2302, Lot 8) Fairfield, NJ 07004 Site Plan PROJECT NO. 75342 FIGURE NO.

May 19, 2000 h Still com I County Literacy Thursday, build

Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone

A Professional Corporation

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APR 1 0 2002

ALSO ADMITTED TO PRACTICE IN PA DC ‡OTHER DISTR OPA DDC #OTHER DISTRICTS

CERTIFIED CIVIL TRIAL ATTORNEY

April 8, 2002

Via New Jersey Lawyers Service

Tina Layre, Supervisor N. J. Department of Environmental Protection Division of Responsible Party Site Remediation Responsible Party Cleanup Element Attention: Bureau of Fund Management ISRA Remediation Agreement P.O. Box 028 401 East State Street. Trenton, NJ 08625-028

> **Executed Remediation Agreement** Re: Unimatic Manufacturing ISRA Case No. E 20010335

Dear Madam or Sir:

We represent Unimatic Manufacturing in the above-referenced matter. Enclosed please find a fully executed original Remediation Agreement in relation to the above-referenced matter.

Please do not hesitate to contact me if you have any questions regarding the Enclosed Remediation Agreement.

Very truly yours

ANDREW M. BREWER

AMB:dmn Enclosures

William J. Friedman, Esq. ::ODMA\PCDOCS\DOCSLIB\413757\1



State of New Jersey

James E. McGreevey Department of Environmental Protection

Governor

Bradley M. Campbell Acting Commissioner

IN THE MATTER OF THE FAIRFIELD SITE UNIMATIC MANUFACTURING CORPORATION

REMEDIATION AGREEMENT

ISRA Case #200103**3**5

This Remediation Agreement is issued and entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection, (hereinafter the "NJDEP") by N.J.S.A. 13:1D-1 et. seq., and the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et. seq., and duly delegated to the Assistant Director within the Division of Responsible Party Site Remediation pursuant to N.J.S.A. 13:1B-4.

FINDINGS

- 1. The property that is the subject of this Remediation Agreement was operated by and is owned by Unimatic Manufacturing Corporation. It is located at 24 Sherwood Lane and is designated as Block 2302, Lot 8 on the tax maps of the Fairfield Township, Essex County, New Jersey (hereinafter the "Fairfield industrial establishment"). The Standard Industrial Classification ("SIC") number which best describes the operations at the Fairfield industrial establishment is 3363.
- 2. On February 25, 2002, Unimatic Manufacturing Corporation submitted to NJDEP an application for a Remediation Agreement pursuant to N.J.A.C. 7:26B-4.1. This Remediation Agreement application is incorporated herein by reference and includes the following information:

A Transaction

Seller:

Unimatic Manufacturing Corporation

Buyer:

Cardean, LLC

Description: Unimatic Manufacturing Corporation has entered into an agreement to sell the Fairfield industrial establishment to Cardean, LLC. Unimatic Manufacturing Corporation ceased operations on or about August 31, 2001.

B. Person(s) executing this Remediation Agreement and responsible for conducting the remediation of the Fairfield industrial establishment.

Lead Responsible Person:

Name:

Unimatic Manufacturing Corporation

Address:

c/o Brach, Eichler, Rosenberg, et al.

Attn: William Friedman 101 Eisenhower Parkway Roseland, NJ 07068-1067

Telephone No.

(973) 228-5700

- 3. NJDEP and Unimatic Manufacturing Corporation expressly agree that the terms and conditions of this Remediation Agreement shall apply to the industrial establishment listed in Paragraph 1 above. Furthermore, NJDEP and Unimatic Manufacturing Corporation agree to administer and complete all applicable ISRA program requirements, including the remediation funding source requirements and any other remedial measures undertaken pursuant to this Remediation Agreement and ISRA, for the industrial establishment.
- 4. The transaction described in Paragraph 2 above is the transfer of ownership or operations of an industrial establishment as defined by ISRA. NJDEP and Unimatic Manufacturing Corporation expressly agree that the transaction described in Paragraph 2 above is subject to ISRA. Unimatic Manufacturing Corporation has requested that NJDEP prepare a Remediation Agreement which, when effective, will allow the transactions described in Paragraph 2 above to be in compliance with ISRA prior to the completion of all administrative and remediation requirements pursuant to ISRA.
- 5. By entering into this Remediation Agreement, Unimatic Manufacturing Corporation neither admits to any fact, fault or liability under any statute or regulation concerning the condition of the Site nor waives any rights or defenses with regard to the site except as specifically provided in this Remediation Agreement.

AGREEMENT

I. Remediation

- 1. Unimatic Manufacturing Corporation agrees to remediate the Fairfield industrial establishment and to submit the following documents as established below:
 - A. Within one hundred and eighty (180) calendar days after the NJDEP's receipt of the General Information Notice (GIN) or such additional time as authorized by NJDEP, Unimatic Manufacturing Corporation shall submit a preliminary assessment report, site investigation report, and remedial investigation workplan, as applicable, prepared in accordance with N.J.A.C. 7:26E or Unimatic Manufacturing Corporation shall submit a Negative Declaration for the Fairfield industrial establishment.

- B. Within three hundred (300) calendar days after the NJDEP's receipt of the General Information Notice (GIN) or within one hundred twenty (120) calendar days from receipt of NJDEP's written approval of the Remedial Investigation Workplan or longer as authorized by NJDEP, Unimatic Manufacturing Corporation shall submit a Remedial Investigation Report in accordance with N.J.A.C. 7:26E or Unimatic Manufacturing Corporation shall submit a Negative Declaration for the Fairfield industrial establishment.
- C. Within four hundred and twenty (420) calendar days after the NJDEP's receipt of the General Information Notice (GIN) or within one hundred and twenty (120) calendar days from receipt of NJDEP's written approval of the Remedial Investigation Report or longer as authorized by NJDEP, Unimatic Manufacturing Corporation shall submit a Remedial Action Workplan as applicable, prepared in accordance with N.J.A.C. 7:26E or Unimatic Manufacturing Corporation shall submit a negative declaration for the Fairfield industrial establishment.
- D. The NJDEP will review all documents in accordance with N.J.A.C. 7:26B and N.J.A.C. 7:26E.
- 2. If NJDEP determines any submittal made under this section is inadequate or incomplete, the NJDEP shall provide Unimatic Manufacturing Corporation with written notification of each deficiency, and Unimatic Manufacturing Corporation shall revise and resubmit the required information within thirty (30) calendar days, or longer as authorized by NJDEP, from receipt of such notification.
- 3. If the NJDEP determines that no further action is required at the Fairfield industrial establishment, Unimatic Manufacturing Corporation shall submit a negative declaration, in accordance with N.J.A.C. 7:26B-6.7, within thirty (30) calendar days or longer as authorized by NJDEP from receipt of the NJDEP's request for the submission of the negative declaration.
- 4. Nothing in this Remediation Agreement shall be construed to limit, restrict or prohibit any person(s) responsible for conducting the remediation of the Fairfield industrial establishment from implementing any applicable ISRA compliance options in accordance with N.J.A.C. 7:26B-5 to satisfy the requirements of ISRA.
- 5. If at any time that this Remediation Agreement is in effect the NJDEP determines that the requirements of N.J.A.C. 7:26E are not being achieved or that additional remediation is required to protect the public health and safety or the environment, Unimatic Manufacturing Corporation shall conduct such additional remediation as the NJDEP directs.
- 6. The NJDEP will consider a request for an extension of time to perform any requirement under this Remediation Agreement, provided that any extension request is submitted to the NJDEP fourteen (14) calendar days prior to any applicable deadline to which the extension request refers.

II. Remediation Funding Source

- 7. Unimatic Manufacturing Corporation shall establish and maintain a remediation funding source in a form pursuant to N.J.A.C. 7:26C-7 in the amount of \$130,000.00. If Unimatic Manufacturing Corporation chooses, and the Department approves in writing, an innovative remedial action technology, unrestricted use or limited restricted use remedial action for all or part of the remedial action, Unimatic Manufacturing Corporation is not required to maintain a remediation funding source for the cost of implementing the innovative remedial action technology, unrestricted use or limited restricted use remedial action.
- 8. Upon submission of the remediation funding source and annually thereafter, Unimatic Manufacturing Corporation shall submit a remediation funding source surcharge payment in an amount equal to one percent of the required amount of the remediation funding source. Unimatic Manufacturing Corporation shall submit to the NJDEP a cashier's or certified check payable to the "New Jersey Economic Development Authority" for the full amount of the remediation funding source surcharge. No surcharge is due on the amount of the remediation funding source established as self-guarantee or the amount of the remediation funding source that is established by financial assistance or a grant from the Hazardous Discharge Site Remediation Fund.
- 9. Whenever the remediation cost increases, Unimatic Manufacturing Corporation shall cause the amount of the remediation funding source to be increased to an amount at least equal to the new estimate within thirty (30) calendar days.
- 10. Whenever the remediation cost decreases, Unimatic Manufacturing Corporation may file a written request to NJDEP to decrease the amount in the remediation funding source. If NJDEP approves, Unimatic Manufacturing Corporation may decrease the remediation funding source upon receipt of NJDEP's written approval to the person who established the remediation funding source and to the person or institution providing the remediation funding source.
- 11. NJDEP shall return the remediation funding source established upon Unimatic Manufacturing Corporation submission of a substitute remediation funding source or upon NJDEP's issuance of a no further action letter for the Fairfield industrial establishment.
- 12. In the event that NJDEP determines that Unimatic Manufacturing Corporation has failed to perform any of its obligations under this Remediation Agreement or ISRA, NJDEP shall notify Unimatic Manufacturing Corporation in writing of the obligation(s) with which it has not complied and Unimatic Manufacturing Corporation shall revise and resubmit the required information within a reasonable period of time not to exceed thirty (30) calendar days or longer as authorized by NJDEP from receipt of such notification. If Unimatic Manufacturing Corporation fails to revise and resubmit the required information within the schedule established above, NJDEP may perform the remediation in place of Unimatic Manufacturing Corporation making disbursements from the remediation funding source and may pursue any additional rights and remedies in accordance with N.J.S.A. 58:10B-3(g). Nothing in this paragraph shall prevent NJDEP from seeking civil or civil administrative penalties, costs and damages or any other legal or equitable relief against Unimatic Manufacturing Corporation

III. Project Coordination

- 13. Within seven (7) calendar days after the effective date of this Remediation Agreement, Unimatic Manufacturing Corporation shall submit to the NJDEP the name, title, address and telephone number of the individual who shall be Unimatic Manufacturing Corporation's technical contact for the NJDEP for all matters concerning this Remediation Agreement and Unimatic Manufacturing Corporation shall designate an agent for the purpose of service for all matters concerning this Remediation Agreement and shall provide the NJDEP with the agent's name and address.
- 14. Unless otherwise directed by NJDEP, any submission to be made to NJDEP in accordance with this Remediation Agreement and ISRA shall be directed to:

Division of Responsible Party Site Remediation Industrial Site Evaluation Element 401 East State Street P.O. Box 432 Trenton, NJ 08625-0028

IV. Oversight Cost Reimbursement

- 15. All submissions required pursuant to this Remediation Agreement shall be accompanied by all appropriate fees pursuant to N.J.A.C. 7:26B-8.
- 16. Within thirty (30) calendar days after receipt from the NJDEP of a written summary, conforming to N.J.A.C. 7:26B-8.2, of the NJDEP's oversight costs, including all accrued interest incurred pursuant to the paragraph below, determined pursuant to N.J.A.C. 7:26B-8, Unimatic Manufacturing Corporation shall submit to the NJDEP a cashier's or certified check payable to the "Treasurer, State of New Jersey" and submitted with DEP Form 062A in accordance with N.J.A.C. 7:26B-8.4, for the full amount of the NJDEP's oversight costs. Nothing contained in the paragraph shall be construed to limit or restrict any person's ability to contest any oversight costs calculated pursuant to N.J.A.C. 7:26B-8.2(d) in accordance with the oversight cost review procedures at N.J.A.C. 7:26B-8.3.
- 17. Interest shall accrue on the unpaid balance of oversight costs, beginning at the end of the thirty (30) calendar day period established in the preceding paragraph, at the rate established by Rule 4:42 of the current edition of the Rules Governing the Courts of the State of New Jersey.

V. Force Majeure

18. If any event specified in the following paragraph occurs which Unimatic Manufacturing Corporation believes or should believe will or may cause delay in the compliance or cause

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V. Force Majeure

18. If any event specified in the following paragraph occurs which Unimatic Manufacturing Corporation believes or should believe will or may cause delay in the compliance or cause

non-compliance with any provision of this Remediation Agreement, Unimatic Manufacturing Corporation shall notify the NJDEP in writing within seven (7) calendar days of the start of delay or knowledge of the anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize the delay, and the time required to take any such measures to minimize the delay. Unimatic Manufacturing Corporation shall take all necessary action to prevent or minimize any such delay.

- 19. The NJDEP will extend in writing the time for compliance for a period no longer than the delay resulting from such circumstances as determined by the NJDEP only if:
- (a) Unimatic Manufacturing Corporation has complied with the notice requirements of the preceding paragraph;

(b) Any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of Unimatic Manufacturing Corporation; and

- (c) Unimatic Manufacturing Corporation has taken all necessary action to prevent or minimize any such delay.
- 20. The burden of proving that any delay is caused by circumstances beyond the control of Unimatic Manufacturing Corporation and the length of any such delay attributable to those circumstances shall rest with Unimatic Manufacturing Corporation
- 21. "Force Majeure" shall not include the following:
- (a) Delay in an interim requirement with respect to the attainment of subsequent requirements;

(b) Increases in the cost or expenses incurred by Unimatic Manufacturing Corporation in fulfilling the requirements of this Remediation Agreement;

(c) Contractor's breach, unless Unimatic Manufacturing Corporation demonstrates that such breach falls within paragraph 19 above; and

(d) Failure to obtain access required to implement this Remediation Agreement, unless denied by a court of competent jurisdiction.

VI. Reservation of Rights

- 22. By entering into this Remediation Agreement, the NJDEP does not waive its right to seek, assess or collect civil or civil administrative penalties or any other legal or equitable relief against Unimatic Manufacturing Corporation for past, present and future violations by Unimatic Manufacturing Corporation of any New Jersey environmental statutes or regulations.
- 23. The NJDEP reserves the right to require Unimatic Manufacturing Corporation to take or arrange for the taking of any and all additional measures if the NJDEP determines that such actions are necessary to protect human health or the environment.

- 24. Unimatic Manufacturing Corporation admits that it has agreed to comply with the terms of this Remediation Agreement. Neither the entry into this Remediation Agreement nor the conduct of Unimatic Manufacturing Corporation hereunder, shall be construed as any admission of fact, fault or liability by the Unimatic Manufacturing Corporation under any applicable laws or regulations.
- 25. Except as otherwise set forth herein, by the execution of this Remediation Agreement, the NJDEP does not release any person from any liabilities or obligations such person may have pursuant to ISRA and the ISRA regulations, or any other applicable authority, nor does the NJDEP waive any of its rights or remedies pursuant thereto.

VII. General Provisions

- 26. No modification or waiver of this Remediation Agreement shall be valid except by written amendment to this Remediation Agreement duly executed by Unimatic Manufacturing Corporation and the NJDEP. Any amendment to this Remediation Agreement shall be executed by the NJDEP and Unimatic Manufacturing Corporation The NJDEP reserves the right to require the resolution of any outstanding violations of ISRA or this Remediation Agreement prior to executing any such amendment.
- 27. This Remediation Agreement shall be binding, jointly and severally, on each signatory, its successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. No change in the ownership or corporate status of any signatory or of the industrial establishment or site shall alter signatory's responsibilities under this Remediation Agreement.
- 28. Unimatic Manufacturing Corporation agrees not to contest the authority or jurisdiction of the NJDEP to issue this Remediation Agreement; Unimatic Manufacturing Corporation further agrees not to contest the terms or conditions of this Remediation Agreement except as to interpretation or application of such specific terms and conditions that are being enforced in any action brought by the NJDEP to enforce the provisions of this Remediation Agreement.
- 29. Unimatic Manufacturing Corporation shall provide to the NJDEP written notice of the dissolution of its corporate or partnership identity, the liquidation of the majority of its assets or the closure, termination or transfer of operations at least five (5) calendar days prior to such action. Unimatic Manufacturing Corporation shall also provide written notice to the NJDEP of a filing of a petition for bankruptcy no later than five business days after such filing. These requirements shall be in addition to any other statutory requirements arising from the dissolution of corporate or partnership identity, the liquidation of the majority of assets, or the closure, termination or transfer of operations.
- 30. For persons executing this Remediation Agreement on behalf of a corporate entity, Unimatic Manufacturing Corporation shall submit to the NJDEP, along with the executed original Remediation Agreement, documentary evidence in the form of a corporate resolution,

that the signatory has the authority to bind Unimatic Manufacturing Corporation to the terms of this Remediation Agreement.

- Unimatic Manufacturing Corporation expressly agrees that in the event that Unimatic Manufacturing Corporation fails or refuses to perform any obligation(s) under this Remediation Agreement as determined by the NJDEP, the NJDEP shall have the right to exercise any option or combination of options available to the NJDEP under this Remediation Agreement, or any other statute.
- 32. Except as otherwise provided, the requirements of this Remediation Agreement shall be deemed satisfied upon the receipt by Unimatic Manufacturing Corporation of written notice from the NJDEP that Unimatic Manufacturing Corporation has demonstrated, to the satisfaction of the NJDEP, that Unimatic Manufacturing Corporation has completed the substantive and financial obligations imposed by this Remediation Agreement. Such written notice shall not relieve Unimatic Manufacturing Corporation from the obligation to conduct future investigation or remediation activities pursuant to federal, State or local laws for matters not addressed by this Remediation Agreement.
- Compliance with the terms of this Remediation Agreement shall not excuse any Person(s) 33. from obtaining and complying with any applicable federal, state or local permits, statutes, regulations and/or orders while carrying out the obligations imposed by ISRA through this Remediation Agreement. The execution of this Remediation Agreement shall not excuse any Person(s) from compliance with all other applicable environmental permits, statutes, regulations and/or orders and shall not preclude NJDEP from requiring that the Person(s) obtain and comply with any permits, and/or orders issued by NJDEP under the authority of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the Spill Compensation and Control Act N.J.S.A. 58:10-23.11 et seq., for the matters covered herein. The terms and conditions of any such permit shall not be preempted by the terms and conditions of this Remediation Agreement if the terms and conditions of any such permit are more stringent than the terms and conditions of this Remediation Agreement. Should any of the measures to be taken by the Person(s) during the remediation of any ground water and surface water pollution result in a new or modified discharge as defined in the New Jersey Pollutant Discharge Elimination System ("NJPDES") regulations, N.J.A.C. 7:14A-1 et seq., then the Person(s) shall obtain a NJPDES permit or permit modification from NJDEP prior to commencement of said activity.

34. This Remediation Agreement shall be effective upon the execution of this Remediation Agreement by the NJDEP and Unimatic Manufacturing Corporation. Unimatic Manufacturing Corporation may consummate the transaction described at Paragraph 2.A above, upon the execution of this Remediation Agreement. Unimatic Manufacturing Corporation shall return a fully executed Remediation Agreement to the NJDEP together with the signature authorization required above within five business days from the effective date.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: 3/6/02

Ronald T. Corcory, Assistant Director Responsible Party Cleanup Element

UNIMATIC MANUFACTURING CORPORATION

Date: 4/1/02

By: Cohert J. Bottom

Print Full Name Signed Above

r:tle

Brach, Eighler, Rosenberg, Silver, Bernstein, Hammer & Gladstone

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW

ALAN H. BERNSTEIN WILLIAM L. BRACH TODD C. BROWER THOMAS E. COHN RICHARD J. DRIVER® BURTON L. EICHLER® JOHN D. FANBURG® WILLIAM J. FRIEDMAN*D STUART M. GLADSTONE* CHARLES X. GORMALLY'S JOSEPH M. GORRELL'

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PAUL F. ROSENBERG (1938-2001)

OF COUNSEL: GEORGE Y. SODOWICK HARRIS R. SILVER THOMAS W. ACKERMANN* COUNSEL: ALOIS V. HABJANº DAVID J. KLEIN* DAVID S. BERNSTEIN ROBERT A. KOSICKI RICHARD B. ROBINS

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PLEASE RESPOND TO ROSELAND OFFICE

ANN D. STEVENS JEFFREY H. ITZKOWITZ CAROL GRELECKI BRIAN KALVER* . PAUL M. DELISI* STUART J. POLKOWITZ* JED S. FREEMANT GARY L. KOENIGSBERG SUSAN DROMSKY-REED MATTHEW M. COLLINS:

ANDREW M. BREWER ALLEN J. POPOWITZ* KAREN E. ABRAMS*** RICHARD J. CONTE* MARK E. MANIGAN* ARISTOTLE G. MIRZAIAN** BETH P. SACHS* THOMAS J. KYLE III REBECCA A. EDELMAN

ALSO ADMITTED TO PRACTICE IN
NY PA DC COTHER DISTRICTS
CERTIFIED CIVIL TRIAL ATTORNEY

February 21, 2002

- Bill Friedman ~ FED EXP-0071-2463-5

Via New Jersey Lawyers Service

N. J. Department of Environmental Protection Division of Responsible Party Site Remediation Responsible Party Cleanup Element Attention: Bureau of Federal Case Management/ ISRA Remediation Agreement P.O. Box 028 401 East State Street Trenton, NJ 08625-028

Re:

Application for Remediation Agreement

Unimatic Manufacturing ISRA Case No. E 20010335

Dear Madam or Sir:

We represent Unimatic Manufacturing in the above-referenced matter. Enclosed please find a fully executed Application for a Remediation Agreement filled out on behalf of Unimatic Manufacturing. Additionally please find a check made out to the Treasurer, State of New Jersey in the amount of \$1,000 to cover the filing and processing of this application for a Remediation Agreement. If these documents are in order, please process this application as soon as possible.

Please do not hesitate to contact me if you have any questions regarding this application or any of the information provided therein.

Very truly yours,

ANDREW M. BREWER

AMB:dmn

Enclosures

William J. Friedman, Esq. ::ODMA\PCDOCS\DOCSLIB\405418\1

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF RESPONSIBLE PARTY SITE REMEDIATION RESPONSIBLE PARTY CLEANUP ELEMENT P.O. 028, TRENTON, NJ 08625-0028

REMEDIATION AGREEMENT APPLICATION

SE TYPE OR PRINT		Date Febru	ary 7, 2002		
			-	•	
Industrial Establishment(s)			نومناه مسام	i Aamont	
(Attach additional sheets if there is	more than one to be	e included in th	is Kemediau	ion Agreement	.)
	T	1 1 .4 /05	(2) 227 <i>(</i> 020	•	-
Name Unimatic Manufacturing	1e	lephone# <u>(97</u>	3) 44/-0030	<u>, </u>	
Street Address 25 Sherwood Lar	ne		•		**
		7: C	. 1. 07004	2 .	
City or Town Fairfield	State NJ	Zip Co	ode <u>07004</u>		
Municipality Fairfield	County_	Essex			•
<u> </u>					
			0		
Tax Block Number(s) 2302	Tax Lot N	umber(s)	8		
			<u>8</u>		
State of Incorporation, if applicable					•
State of Incorporation, if applicable Standard Industrial Classification (S	:: SIC) Number	3363	· · · · · · · · · · · · · · · · · · ·	<u>Y</u>	
State of Incorporation, if applicable Standard Industrial Classification (S Has a General Information Notice (SIC) Number	3363	· · · · · · · · · · · · · · · · · · ·	<u>Y</u>	
State of Incorporation, if applicable Standard Industrial Classification (S Has a General Information Notice (I) If yes, ISRA Case number #	SIC) Number	3363	· · · · · · · · · · · · · · · · · · ·	<u>¥</u>	
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State of Incorporation, if applicable Standard Industrial Classification (S Has a General Information Notice (If yes, ISRA Case number # If no, attach a completed GIN to thi Current Property Owner(s) (Attach a Name	SIC) Number	3363 this transactio	n?		

State of Incorporation, if applicable:

ISRA-012 11/97

/ Purchaser of New Lessee.	
Name	Telephone # (973) 772-0101
Firm <u>Cardean, LLC</u>	
Street Address c/o Frameware 700 Route	e 46 West
Municipality <u>Clifton</u> State of incorporation, if applicable:	State NJ
Type of Business Association and General Pa	
8. Attach a detailed cost estimate for rer	mediation of the industrial establishment(s).
See Attachment	
for this Industrial Establishment or an	ECRA Remediation Agreements/Administrative consent orders executed nother Industrial establishment, which occupied the same tax block and lot more than one industrial establishment is included in this application.)
If Yes, Name of Industrial Establishment	
ISRA/ECRA Case No	Date Submitted
Ordered/Responsible Party:	
Current Status	
Has this Industrial Establishment received a	
Declaration Approval?Yes (pl	ease provide copy) X No
10. Is this request for an amendment to t	the existing Remediation Agreement/Administrate Consent Order?
Yes X	NO
11. Identify the type of remediation fur remediation:	nding source to be submitted in an amount equal to the estimated cost of
Fully Funded Trust	

Name	Kathy Smith	Telephone #(973)	227-6	030	· ·	
		' · · · · · · · · · · · · · · · · · · ·				
Firm	Unimatic Manufacturing C	orp.	- ;	_		
Street Addre	ess 25 Sherwood Lane		· · · · · ·			
Municipalit	y Fairfield	State NJ		Zip code_	07004	
. ,	·. ·					٠,
AUTHORI	ZATIONS/CERTIFICATIONS:	No.				
				•		
Owner or Ope	rator Statutory Liability:		•	,		
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remediate the s quested to allow fall ISRA comp	fically, I am fully aware of the res	ponsibilities of the owner or this chapter. I acknowledge e remediation agreement app erson entering into the remed ge that the execution of a r	that a re olication diation a emediati	emediation to proceed greement	agreeme prior to agreeing	nt has b comple g to cor
remediate the s quested to allow f all ISRA comp ith all ISRA rec Person] from any	fically, I am fully aware of the resite in accordance with ISRA and the transaction referenced in the liance requirements and that the purification of the purification of the properties of the	this chapter. I acknowledge remediation agreement appears entering into the remediation of a rursuant to ISRA and this chapter. Title	that a replication diation a emediation ter.	emediation to proceed greement is on agreem	n agreeme I prior to is agreein nent shall	nt has t comple g to cor
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remediate the s quested to allow fall ISRA comp ith all ISRA rece Person] from any Syped/Printed Na Signature	fically, I am fully aware of the resite in accordance with ISRA and the transaction referenced in the liance requirements and that the purisements. I further acknowled to responsibilities [Person] have pure the liance of the state of the s	ponsibilities of the owner or this chapter. I acknowledge remediation agreement appears nentering into the remedige that the execution of a rursuant to ISRA and this chapter of the company of the compa	that a replication addition a emediation ter.	emediation to proceed greement is on agreem	a agreeme I prior to is agreein nent shall	nt has t comple g to cor not rel
remediate the s quested to allow fall ISRA comp ith all ISRA rec Person] from any Syped/Printed Na Signature Sworn to and S	fically, I am fully aware of the resite in accordance with ISRA and the transaction referenced in the liance requirements and that the purification of the purification of the properties of the	ponsibilities of the owner or this chapter. I acknowledge remediation agreement appears nentering into the remedige that the execution of a rursuant to ISRA and this chapter of the company of the compa	that a replication addition a emediation ter.	emediation to proceed greement is on agreem	a agreeme I prior to is agreein nent shall	nt has t

I am fully aware of [Person's] responsibilities to allow the Department access to the subject industrial establishment and of the requirements to prepare and submit any documents relevant to the remediation of the subject industrial establishment as required by the Department." Typed/Printed Name K Sworn to and Subscribed Before Me on this Notary A NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES APRIL 21, 2006 I certify under penalty of law that I have personally examined and am familiar with the information submitted in 3. this application and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, To the best of my knowledge the submitted information is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate or incomplete information and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am also aware that if I knowingly direct or authorize the violation of N.J.S.A. 13:1K-6 et seq., I am personally liable for the penalties set forth at N.J.S.A. 13:1K-13. Date of FEBI Sworn to and Subscribed Before Me on this

DIANE LAURO

A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 21, 2006

Notary

I hereby certify that I acknowledge that the transaction and industrial establishment that are the subject of this

remediation agreement is a transfer of ownership or operations of an industrial establishment as defined by ISRA and N.J.A.C. 7:26B. I further acknowledge that [Person] is subject to penalties for violations of ISRA and N.J.A.C. 7:26B.

ISRA-012 11/97 Page #7

B. Transferee or New Lessee Certification!:

I hereby certify that [Person] is the transferce and/or new lessee of the industrial establishment subject to this remediation agreement. I have read this application and am aware of the requirements and conditions of ISRA and the remediation agreement. [Person] expressly agrees to allow the Department, seller, previous owner, previous operator, any other person subject to the remediation agreement, and any of their respective agents or assignees the right to enter the industrial establishment after the ISRA-subject transaction has taken place and/or the lease has been executed for completion of the remediation of the industrial establishment. Additionally, I acknowledge and understand that if a remedial action is warranted at the subject industrial establishment, institutional controls and engineering controls as defined in ISRA, N.J.S.A. 58:10B-1 et seq., N.J.A.C. 7:26C, N.J.A.C. 7:26E and N.J.A.C. 7:26B may be necessary at the industrial establishment.

CARDEAN LLC		
Typed/Printed Name Doug De Luccia	Title Managing	Meml
Signature Dom De Lever Date 7	119/02	
Sworn to and Subscribed Refore Me on this 19 7h		
Detect De Drugny (20 02		
May M Anice		
Notary Tracy M. D'Amico		
Por Public of New Jersey		
My Commission Expired Lar. 14, 2002		

Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone

A PROFESSIONAL CORPORATION

Counsellors at Law

ALAN H. BERNSTEIN WILLIAM L. BRACH TODD C. BROWER THOMAS E. COHN RICHARD J. DRIVERS BURTON L. EICHLERS JOHN D. FANBURGS WILLIAM J. FRIEDMAN-0 STUART M. GLADSTONES CHARLES X. GORMALLY JOSEPH M. GORRELL

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ANDREW M. BREWER ALLEN J. POPOWITZ' RICHARD J. CONTE* MARK E. MANIGAN* ARISTOTLE G. MIRZAIAN*\$ LANI M. DORNFELDO BETH P. SACHS' THOMAS J. KYLE III REBECCA A. EDELMAN

ALSO ADMITTED TO PRACTICE IN OPA DDC ±OTHER DISTRICTS A CERTIFIED CIVIL TRIAL ATTORNEY

February 21, 2002

Via New Jersey Lawyers Service

N. J. Department of Environmental Protection Division of Responsible Party Site Remediation Responsible Party Cleanup Element Attention: Bureau of Federal Case Management/ ISRA Remediation Agreement. P.O. Box 028 401 East State Street Trenton, NJ 08625-028

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Very truly yours,

ANDREW M. BREWER

AMB:dmn Enclosures

William J. Friedman, Esq. ::ODMA\PCDOCS\DOCSLIB\405418\1

GZA GeoEnvironmental, Inc. Engineers and Scientists

February 21, 2002 File No. 75342.00



Ms. Jeannette Cleary
Bureau of Field Operations
New Jersey Department of Environmental Protection
401 East State Street
P.O. Box 435
Trenton, New Jersey 08625-0435

Re: Unimatic Manufacturing Corp.

Fairfield, New Jersey ISRA Case # E20010335 Spill Case #01-06-28-1610-13

65 Willowbrook Blvd. Wayne New Jersey 07470 973-256-7800 FAX 973-256-9339 http://www.gza.net

Dear Ms. Cleary:

On behalf of our client, Unimatic Manufacturing (Unimatic), GZA GeoEnvironmental, Inc. (GZA) is sending you a Preliminary Assessment report (PA) and a Site Investigation report (SI) under the Industrial Site Recovery Act (ISRA). Their submittal complies with the February 24, 2002 deadline, agreed upon in our letter to the State, dated January 7, 2002. We are forwarding them along with other case documents being submitted by Brach Eichler, attorneys for Unimatic. I have also enclosed a check for \$750.00 to cover the costs to review the PA and SI reports.

If you have any questions, please contact me at (973) 256-7800. Thank you.

Very truly yours,

GZA GeoEnvironmental, Inc.

Benjamin Alter, P.G. Associate Principal

Enclosures

cc: William J. Friedman, Esq., Brach Eichler, w/enclosures Kathy Smith, Unimatic Manufacturing Corp., w/enclosures